

**STATE OF ALABAMA**  
**DEPARTMENT OF FINANCE**  
**INFORMATION SERVICES DIVISION**



Digium Telecommunication Products and Services

[T545]

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## SECTION I

### I.1. GENERAL INFORMATION

#### I.1.1. Purpose

The Alabama Department of Finance, Division of Purchasing on behalf of the Information Services Division (ISD) desires to establish a contract to purchase Digium, Inc. Equipment/Hardware, Software, Maintenance, and Training offered in the Digium, Inc. product and services catalog to include Digium's Asterisk, Switchvox, and all other Digium offerings. Desired also, establish contracts to purchase technical services offered by Vendor's technical services catalog. The established contracts are to be used by State for the deployment and development of a state-owned and operated enterprise voice network, including telephony. Up to eight (8) qualified Vendors may be awarded Digium product and service catalog contracts from this bid. Up to eight (8) qualified Vendors may be awarded Technical Services catalog contracts from this bid. State intends to purchase goods and services from the lowest cost, responsible provider(s), but reserves the right to purchase any item from one or more awarded Vendors. Awarded Vendor(s) agree to accept payment(s) from leasing contractor, as determined by State.

The State is in the process of upgrading its financial management systems. During the term covered by the resulting contracts the State may require non-state agency purchasers to interact with the State's financial system to place orders through the system, may require manufacturers to upload catalogs to the State's purchasing system, and may require Vendors to use the State's purchasing system to process orders. Details of how the processes will work are unknown at this time.

## SECTION II

### II.1. VENDOR TERMS and CONDITIONS

#### II.1.1. Format and Contents

The bid response should be submitted in the same format and sequence as this ITB.

#### II.1.2. Terms and References

Throughout this document, the following terms and titles may be used interchangeably:

- Unless noted otherwise, references to State, ISD, Contract User, or User equate to a qualified State of Alabama contract purchaser.
- Unless noted otherwise, references to Vendor, Bidder, Contractor, or Sub-contractor equate to a bidding or awarded entity of the contract.

#### II.1.3. Purchase Authority and Exclusions

Finance Department Information Services Division has oversight approval for the life of this contract in accordance with the statutory authority in Section 41-4-280, et seq., Code of Alabama 1975. Use of this contract is restricted to the Department of Finance, Information Services Division, political subdivisions, local government agencies, and public educational institutions which may at their discretion, purchase products, or services via the contract(s) that are executed as a result of this this ITB. If the aforementioned discretionary entities purchase from this contract, then Vendor will be required to interface with those organizations directly, and the purchasing entity will be responsible for ensuring all governing laws and

regulations of the competitive bid law are met. The aforementioned entities must receive awarded contract pricing.

**II.1.4. Administrative Fee:**

Awarded bidder(s) are to pay the State an administrative fee for all sales made under this contract. This fee will be 1% (.01) of the total dollar amount for all sales. The fee is to be paid each month before the 20<sup>th</sup> and will represent a single, one-time payment for all sales made in the prior month and as adjusted for errors associated with earlier months. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each month before the 20<sup>th</sup> listing sales made during the prior calendar month. This report is to include the *report contract number, purchasing entity, sales amount, and fee amount*. A report is due even when there is no activity. This report is to be sent electronically to the [telecom.admin@isd.alabama.gov](mailto:telecom.admin@isd.alabama.gov). A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting month and contract number.

Remittance is to be payable to the “State of Alabama Department of Finance” and be sent to:

Alabama Department of Finance  
Division of Accounting and Administration  
P.O. Box 300658  
Montgomery, Alabama 36130-0658

**II.1.5. Vendor’s Disclosures, Certifications, and Authorizations**

Upon request, Vendor must provide a signed statement, or other documentation issued by Digium, Inc. indicating the reseller is an active and authorized reseller of the Digium, Inc. full product catalog. If not included with Vendor’s bid, documentation must be received within five (5) business days of State’s request.

**II.1.6. Pricing Terms, Conditions, and Award Scoring Criteria**

Line item one (1) of the bid is for Digium Inc. products and services only. Vendors bidding on this line item should make available a complete Catalog of Digium’s Products and Services (catalog) for future reference. The catalog should be presented via electronic media (i.e., Web link, flash drive, or CD) and be in searchable PDF, Word, Excel, or Web-enabled format.

Vendor will bid a percentage discount (e.g., 0, 10, and 20.5) off the Digium catalog price list (OEM retail) for the following categories:

1. Switchvox Products & Support
2. Asterisk Support and Retail Training Products
3. Phone Sets (e.g., D40, D50, and D70)
4. Parts & Miscellaneous (e.g., cables, codec licenses)

The lowest responsible bids for line item one will be evaluated using a matrix that will be released at the bid opening prior to opening any bid response.

Line item two (2) of the bid is for Vendor’s technical services only. Vendors bidding on this line item, must submit a complete Vendor’s Catalog of Technical Services (catalog) for evaluation purposes. Prior to award, the catalog must be presented via electronic media (i.e., Web link, flash drive, or CD) and be in

searchable PDF, Word, Excel, or Web-enabled format. Vendor must bid a percentage discount (e.g., 0, 10, and 20.5) off the Vendor's catalog price list (OEM retail) of the entire catalog.

The lowest responsible bids for line item two will be evaluated using a matrix that will be released at the bid opening prior to opening any bid response. Vendor must include all travel expenses into the hourly rate(s) bid.

The State will not reimburse Vendor travel expenses. However, statement of work (SOW) may require in-state travel as necessary.

As part of the Vendor's Technical Services catalog bid response, Vendor must list which catalog technical services are equivalent to the following and provide a list corresponding to the following technical services:

1. *Digium Implementation Senior Voice Engineer/Architect* – Project leader, plans, designs, enables, implements, and maintains a Digium's Asterisk implementation statewide system including installation, configuration, and troubleshooting.
2. *Digium Implementation Voice Engineer* – Plans, designs, enables, implements, and maintains a Digium's Asterisk implementation statewide system including installation, configuration, and troubleshooting.
3. *Digium Implementation and Equipment Service Technician* – Provides technical support to complex Digium Asterisk environments, responsible for installing, troubleshooting and resolving VoIP issues, network hardware, and software issues as well as local workstation issues.
4. *Digium Implementation and Equipment Installer* – Deliver, distribute, set-up, replace telephony equipment.
5. *Digium Implementation Programmer* – Design and develop user interface, call center, VoIP calling features, media streaming, and/or other telephony features.
6. *dCAP Certified Asterisk Professional* – Voice Engineer certified as an Asterisk Professional by Digium.
7. *dCAA Certified Asterisk Professional* – Asterisk System Administrator certified as an Asterisk Professional by Digium.

#### **II.1.7. Bid Questions and Answers**

All questions regarding this procurement must be e-mailed with adequate identifying information to:

*Jennifer Loretz, Buyer*  
*State of Alabama*  
*Division of Purchasing*  
*Email: [Jennifer.Loretz@purchasing.alabama.gov](mailto:Jennifer.Loretz@purchasing.alabama.gov)*

From the date of issuance of this ITB, until the award is made and announced, all questions concerning this ITB shall be directed to the above buyer, who will serve as State's sole point of contact. It is not permissible for any Vendor, or any entity working on behalf of a Vendor, to solicit information regarding this ITB from any government source (federal or State) other than from the official point of contact listed above. Questions concerning this ITB must be submitted in writing according to the guidelines as stated

within the ITB Terms and Conditions. Any reported unauthorized solicitations for information are grounds for disqualification of the bid.

State strongly recommends that Vendor become knowledgeable with and closely follow the bid procedures required by Division of Purchasing, which can be found on the Division's website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

#### **II.1.8. Catalog Updates and Access**

Awarded Vendors should provide online access to the catalog(s) used to bid this contract. During the contract period, Vendors should maintain access to the current catalog(s) for pricing of their respective manufacturer's resources.

#### **II.1.9. Equipment Terms and Conditions**

State shall have the authority [Alabama Code - §41-4-287: Trade-In of Equipment] to allow the trade-in of telecommunications equipment the value of which may be credited against the cost of replacement equipment purchased in accordance with Alabama competitive bidding laws. This authority may be exercised with the approval of State purchasing agent.

Used, like-new, or refurbished equipment (with warranty) may be accepted for new installations or additions to existing systems, with written approval from State. Refurbished or remanufactured equipment may be used to repair defective equipment that is under a warranty or maintenance agreement, provided that new equivalent equipment is no longer available.

#### **II.1.10. Disclosure of Bid Contents**

Upon submission, all bids become the property of State. Upon award, all contract information contained in the bid becomes public information.

#### **II.1.11. Warranty Requirements**

All warranties must be passed on to contract user(s) at no additional cost and must provide equal to or greater than manufacturer's warranty. A warranty will begin upon acknowledgement of Vendor equipment delivery or start date of services, per the Statement of Work (SOW). Upon request, the awarded Vendor must also provide Technical Support Services at no additional charge to work directly with contract user's staff to troubleshoot and resolve issues in a timely manner. Vendor also must provide unrestricted access to technical information needed for equipment and software purchased as well as access to configuration, installation, troubleshooting, and management tools. The warranty must provide software upgrades for no additional charge. If the warranty exceeds this description, then Vendor also must submit with their bid, what the basic warranty includes. State will not incur any shipping or additional costs associated with return and repair of warranted products or services.

#### **II.1.12. Vendor Employee Conduct and Security Requirements**

Vendor is responsible for the legal and professional conduct of its employees. Failure to meet the requirements of the Statement of Work or failure to adhere to all local, State, and Federal laws may subject the employee and Vendor to contract cancellation and other penalties as determined by State and legal authorities. All Vendor employees and representatives will abide by all current and future State security policies as posted at: [www.cybersecurity.alabama.gov](http://www.cybersecurity.alabama.gov). Any exceptions to the policies must be obtained in writing from State. Additionally, employees must speak and understand the English language at a level of proficiency necessary to perform the assigned functions and services associated with any part of this ITB.

#### **II.1.13. Confidentiality Statement**

Vendor shall ensure that personnel involved with any State project are advised of and acknowledge the confidential nature of information contained in State files, the safeguards required, and the criminal and civil sanctions for noncompliance in federal and State statutes. Violation of this provision is grounds for terminating the contract.

#### **II.1.14. Exclusions**

The following exclusions apply to this ITB:

- It is not the intent of State to purchase premise distribution systems (i.e., wiring or cabling) from this contract beyond nominal amounts (not to exceed \$500 in cost) needed for special projects.
- All wiring and cabling must follow the terms and condition of the current **Premise Distribution Systems** contract available via Division of Purchasing.
- Entry of the **Delivery** (see page 1, line 1 of Invitation to Bid) field is not a requirement of this Invitation to Bid and may be left blank.
- Entry of the **General Contractor's License Number** and **Type of G.C. License** fields are not requirements of this Invitation to Bid (see page 1, line 6 of Invitation to Bid) and may be left blank.

### **SECTION III**

#### **III.1. POST AWARD CRITERIA**

##### **III.1.1. Maintenance Requirements**

Vendor must provide and adequately maintain a full 24-hour support capability for the life of the contract. Upon award, a brief description of the Vendor's complete support plan must be submitted.

##### **III.1.2. Response Time Requirements**

Service requests may exceed the Digium warranty levels. Therefore, Vendor must list as part of the service catalog, options for supplemental support to the contract user. The contract user's statement of work will determine the need for supplemental support options.

##### **III.1.3. Experience and Certification Requirements**

State may require Vendor to produce up to three (3) references knowledgeable in Vendor's experience providing, installing, or maintaining Digium products and services. References must include the reference's contact information and dates of service. Referenced work should be similar in size and complexity to State requirements. If requested, within five (5) business days of request Vendor must provide the references requested.

##### **III.1.4. Manufacturer Learning Credits or Free Training**

Vendor must apply for all learning credits or free training that are available to the contract user through the purchase of the manufacturer's products. Any forms or documents required by the manufacturer shall be completed and submitted by Vendor on behalf of the contract user to the respective manufacturer. If Vendor fails to complete the documentation, as required by the manufacturer, Vendor shall be responsible for any monetary losses borne by the contract user.

#### **III.1.5. Vendor Disclosures**

Vendor must reveal any litigation or State or federal sanctions they may be under that could adversely affect Vendor's ability to fulfill its obligations under the resulting contract. Determination that Vendor is under litigation or State or federal sanctions may be grounds for disqualification or contract termination.

#### **III.1.6. Miscellaneous Catalog**

Items in this category are miscellaneous items not in the manufacturer's catalog that will enhance or enable the products and solutions in the manufacturer's catalog to function in a manner beneficial to contract user's needs. If a miscellaneous catalog is necessary from the Vendor, then it must be submitted after award. The catalog must be presented via electronic media (i.e., Web link, flash drive, or CD) and be in searchable PDF, Word, Excel, or Web-enabled format, with all applicable discounts listed.

#### **III.1.7. Training**

Vendor must offer training on the manufacturer's products and services, this includes custom training videos and material as needed, depending on States curriculum and needs. If the manufacturer does not have a catalog line item for training, Vendor must submit a training and training materials production line item in the miscellaneous catalog after the award of contract. Vendor must at times provide technical training and augment state resources and perform knowledge transfer. The contract user will determine and designate the training site(s) per the Statement of Work (SOW).

#### **III.1.8. Technical Services**

Vendor must offer technical services on the manufacturer's products. State prefers that Vendors have dCAP and dCAA certified professionals on staff. Technical services are to include implementation, integration, custom development, consulting, engineering, and managed services. Vendor must provide pricing for Digium Asterisk Support Level options L1 – L5 and additional options. Level option L5 pricing must be based upon the level of support for over 50 server installations showing a cost per server after the 50<sup>th</sup> server. If the manufacturer does not have a catalog line item, Vendor must submit detailed technical descriptions of services in the miscellaneous catalog after the award of the contract to State. Rates for technical services must be included in the listing. Discounts, if offered in the bid, shall be taken from the listed rates in the catalog or the miscellaneous catalog sections.

#### **III.1.9. Force Majeure**

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases Vendor shall notify State promptly in writing of any cause for delay and State concurs that the delay was beyond the control and without the fault or negligence of Vendor. The period for the performance may, at State's discretion, be extended for a period equivalent to the period of the Force Majeure delay.

#### **III.1.10. Invoicing Service Support**

Vendor shall provide qualified financial representatives to work with contract user's staff for the successful invoicing and payment of all equipment, software, and services provided by Vendor. If required, Vendor must provide invoicing support.



**III.1.11. Manufacturer Line Rebid**

In the event that Vendor fails to obtain annual certification, State may rebid the contract.

**III.1.12. Discontinued Products**

Vendor must notify the contract holder within thirty (30) days of any line item being discontinued by the manufacturer during the term of the contract. Vendor shall, if available from the manufacturer, offer an equivalent or superior substitute at or below the original price subject to the review and approval of the contract holder.

**III.1.13. Meetings**

Vendor may be required to have orientation meetings with ISD. Vendor will participate at no cost to ISD. Vendor also may be required to meet with ISD on a routine basis to discuss contacts with state agencies.

**III.1.14. Timely Performance**

Vendor must be able to provide all items ordered according to the following delivery terms and conditions:

New VoIP Systems, Equipment, or Software

Order (including installation)	Installation / Delivery Interval (Calendar Days)
1 to 100 Items	30 Days
101 to 500 Items	60 Days
Over 500 Items	Individually negotiated

Other Systems, Equipment, Software and Other Items (no installation)

Order Size	Non-Installation / Delivery Interval (Calendar Days)
1 to 100 Items	30 Days
101 to 500 Items	60 Days
501 to 1,000 Items	90 Days
Over 1,000 Items	Individually negotiated

National Constraint/Backlog will be the only reason the delivery interval provision will not apply. Vendor must respond, however, to all calls and inquiries in a timely fashion.

**III.1.15. National Constraint/Backlog**

This must be a documented incident by the manufacturer, beyond the control of Vendor, which prevents performance within the required time frames. It does not mean that Vendor is having problems obtaining a product through their normal supply channels, but rather that the manufacturer is having problems delivering certain products. Failure to document National Constraint/Backlog to the satisfaction of ISD may result in cancellation of the contract with Vendor.

**III.1.16. Inter-vendor Cooperation**

Vendor shall participate with all State service associates in maintaining the integrity of ISD's voice and data networks. Vendor is required to attend all multi-vendor meetings arranged by ISD to facilitate the resolution of a technical problem associated with the performance of a network.

### **III.1.17. Service Personnel**

Servicing a Digium product must be performed by an approved engineer or technician provided by Vendor or manufacturer or any combination of the two. State reserves the right to review the qualifications of all assigned engineers and technicians, and at its sole discretion, request a replacement at no additional cost to State.

## **SECTION IV**

### **IV.1. SPECIAL PROJECT PROPOSALS (Post Award)**

#### **IV.1.1. Special Project Proposal Terms & Conditions**

Upon request, a Vendor will provide ISD with special project proposals for complete networking or telecommunications solutions using the items listed in the manufacturer's catalog and under the terms of the contract. ISD shall provide a description of the project and desired solution results. If applicable, the description will include, but not be limited to, IP-telephony solutions at sites throughout Alabama. The purpose of the IP-telephony solutions will be to replace existing, aging telephone systems. At a minimum, pricing shall reflect discounts under the terms of the bid. Special projects must include comprehensive pricing for everything necessary to ensure the success of the solution described.

Accordingly, a special project proposal may include any or all of the following specifications:

- Engineering, equipment, network configurations, and changes
- Coordination and interface as needed with various telecommunication carriers
- Interfacing to the existing data and telephone network software
- Strategically developed training based on state provided curriculum
- Installation
- De-installing and proper salvaging of aging hardware and systems
- Delivering the retired equipment to *Alabama Surplus Property*
- Standard and specialized services
- Training as determined by State
- Third party add-ons needed to complete the special project

Special project proposals should include a project schedule, milestones, a project manager name along with contact details, and escalation procedures. Additionally, Vendor shall provide ISD with details regarding any infrastructure upgrades required to deploy the special project solution.

If the proposal is accepted, a Purchase Requisition will be issued. Once the Purchase Requisition is issued, Vendor shall be responsible for completely installing the new system and converting existing services in accordance with the Purchase Requisition and SOW. After installation, Vendor shall provide written notice to ISD of the project's completion and an inventory of all items installed. Inventory must include serial numbers for equipment with a purchase price of \$500 or more.

Prior to payment for the Special Project, ISD must accept the project as completed and fully functional. Risk of loss and ownership of equipment shall not pass until after project acceptance.

### **End of Specifications**